

General Conditions of Dutch Roots Tours

Dutch Roots Tours
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The Netherlands
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Chamber of Commerce number: 63806428
VAT identification number: NL120584517B01

Definitions

1. Dutch Roots Tours: Dutch Roots Tours registered at Stieltjesstraat 60, 2313 SL Leiden, the Netherlands. Chamber of Commerce number: 63806428.
2. The customer: the natural person taking part in a tour, or whoever enters into the agreement on behalf of a third party.
3. Party: Dutch Roots Tours or the Customer.
4. Agreement: the agreement made between Dutch Roots Tours and the Customer.
5. Tour: All tours provided by Dutch Roots Tours
6. In writing: 'In writing' includes 'by email'.

The scope of the General conditions

1. These General Conditions will be applicable to all offers, all quotations, all (future) agreements between Dutch Roots Tours and the Customer, all services supplied by Dutch Roots Tours to Customers, all other activities undertaken by Dutch Roots Tours in respect of tours, except where these are expressly excluded by the Parties in writing.
2. Dutch Roots Tours is entitled to employ third parties for the implementation of the Agreement.
3. When Dutch Roots Tours employs third parties or uses them in the implementation of an Agreement the relevant General Conditions are applicable.
4. The applicability of any conditions by the customer is expressly rejected. On signing the agreement, the Customer declares that he has taken notice of these General Conditions and that the Customer agrees to these General Conditions.
5. In the case that one or more of the provisions of these General Conditions should become void or be voided, the remaining provisions shall remain in force in their totality. Should one or more of the provisions of these General Provisions lapse, the Parties will consult concerning the replacement of voided provisions with new ones. Here the aim and sense of the provisions voided or to be voided will be respected wherever possible.
6. Where the provisions of these General Conditions are unclear, they will be interpreted according to the aim of these provisions.
7. Even where Dutch Roots Tours does not demand strict compliance with the General Conditions, this shall not be construed as meaning that the Conditions are no longer applicable. Dutch Roots Tours may still demand strict compliance with the conditions.

The process of concluding an agreement and booking a tour

1. An agreement between Dutch Roots Tours and the Customer will be concluded at the point at which Dutch Roots Tours confirms the agreement in writing.
2. Dutch Roots Tours cannot be held to its quotes or offers if the Customer can be reasonably given to understand that the quotes or offers, or a part of them, contain clear evident mistakes or slips of the pen.
3. If what the Customer accepts in the agreement differs from what is given in the quote or offer, Dutch Roots Tours will not be bound to honor it. The agreement will thus not be reached pursuant to this divergent provision, unless Dutch Roots Tours indicates otherwise.
4. A combined price quote does not obligate Dutch Roots Tours to perform one part of the agreed work for a given proportion of the price originally quoted. Offers and quotes are not binding for future orders.

Offers, invoices, quotes and prices

1. Prices mentioned in the offer, the agreement and the general terms include VAT and other official charges, unless otherwise indicated.
2. Upon conclusion of an agreement with Dutch Roots Tours a deposit must be paid of 25% of the total agreed sum within 2 weeks.
3. If the performance agreed upon, starts/takes place within 2 weeks, the total agreed sum must be paid immediately and in full.
4. The remainder of the agreed upon sum must in all cases be received by Dutch Roots Tours no later than 30 days before the performance agreed upon starts/takes place.
5. In case of late payment, the counter party is without prior notification automatically in default. Dutch Roots Tours has in that case the right to terminate the contract.

Cancellation, termination of the agreement and force majeure

1. If a Customer cancels the contract, the Customer is liable to pay cancellation charges. These charges are as follows:
 - a. Cancellation to 60 days prior to (the start of) the agreed performance: the deposit.
 - b. Cancellation between 60 days and 30 days (not included) days prior to (the start of) the agreed performance: 50% of the agreed sum.
 - c. Cancellation within 30 (included) days of (the start of) the agreed performance: the full-agreed sum.
 - d. Cancellation charges must be paid within 2 weeks, after the cancellation is made by the Customer, after which the Customer is automatically in default.
2. If a situation arises which there is a question of force majeure, Dutch Roots Tours obliges the Customer to inform them of this as soon as possible. Dutch Roots Tours will make every effort to continue and complete the Tour at a later time.
3. Dutch Roots Tours is entitled in cases of force majeure to postpone or cancel the Tour without legal mediation and without any liability for damages.
4. Force majeure will in these conditions be understood, alongside the legal interpretation and the interpretation given in the case law of the Netherlands, as an external cause (foreseen or unforeseen) upon which Dutch Roots Tours exercises no influence and by which compliance by Dutch Roots Tours cannot reasonably be required. Examples include unsafe weather or the

physical incapacity of a Tour Guide.

5. Dutch Roots Tours is entitled to appeal to force majeure in the period in which Dutch Roots Tours would have had to comply with its undertakings.

Liability and indemnification

1. The Customer is bound to ensure his own safety. The security of the Customer is dependent on the Customer's own alertness. Dutch Roots Tours bears no responsibility to the Customer regarding his safety.
2. Dutch Roots Tours is not responsible for arranging insurance for the Customer. Should the Customer experience injury or loss during the Tour, Dutch Roots Tours is not liable for damages that ensue.
3. Dutch Roots Tours is never liable for direct or indirect damage, including consequential losses, loss of profits, losses due to interruption of business, and any other form of indirect damage, except in cases of deliberate intent or gross negligence. Dutch Roots Tours is not liable for damage to or by third parties.
4. The Customer must indemnify or compensate Dutch Roots Tours for claims by third parties for damages.
5. Should Dutch Roots Tours be held liable, Dutch Roots Tours will only be liable according to the provisions of this General Conditions.
6. In case of a car accident caused by the Tour Guide of Dutch Roots Tours the liability of Dutch Roots Tours is limited to any amount paid by the insurance company where Dutch Roots Tours has contracted its liability policy. Upon request, a copy of the policy will be sent to the Customer.
7. The Parties agree that article 404 of volume 7 of the Civil Code of the Netherlands is excluded. Dutch Roots Tours is entitled to have activities connected with a Tour to be carried out by third parties. Where a Tour is set up with a given person in mind, Dutch Roots Tours is entitled to substitute this person by another person with at least the same qualifications.

Applicable law, competent court & amendment of the General Conditions

1. The law of the Netherlands is applicable to all offers to the Customer and to Agreements concluded between the Customer and Dutch Roots Tours.
2. To the exclusion of all others, the competent court, to be understood also as court of interlocutory proceedings (voorzieningenrechter in kort geding), in The Hague, is competent to take cognizance of disputes resulting from legal agreements made between the Customer and Dutch Roots Tours or from offers made by Dutch Roots Tours.
3. Dutch Roots Tours may amend these General Conditions. Notice of new General Conditions will be made by transmission to the Customer.

Privacy provisions

1. Both the Customer and Dutch Roots Tours are bound to treat with care confidential information that they receive from one another. Information is confidential if when

information is exchanged the Customer or Dutch Roots Tours indicate that it is confidential or if confidentiality results from the nature of the information.

2. Dutch Roots Tours is entitled for the purpose of complying with the Agreement to involve third parties. Dutch Roots Tours shall provide necessary information to third parties, such as external Tour Guides, only for the purposes of complying with the Agreement.
3. Dutch Roots Tours is entitled to use information about the Customer in order to send a newsletter about Dutch Roots Tours and information about the Tours that Dutch Roots Tours provides. The Customer may at any time unsubscribe from such mailings by sending a signing off notice in writing to Dutch Roots Tours.
4. A party is not liable for damages or compensation if one party transmits confidential information to a third party without the permission of the other party, if this is done on the basis of the law or of a court injunction.
5. Dutch Roots Tours uses social media for promotional and marketing purposes. Dutch Roots Tours has the right to publish photos or videos of Tours. If the Customer objects to this, the Customer may make this known in writing to Dutch Roots Tours before or during the Tour. Dutch Roots Tours will, wherever reasonable, remove the photo. It will be deemed in any event unreasonable to demand the removal of a photo on which the Customer is not recognizable.

Location and amendment of these General Conditions

The most recent version of these General Conditions is applicable to all legal acts of Dutch Roots Tours, unless these acts serve in performance of a previously concluded Agreement.

Dutch Roots Tours
Leiden, 26 July 2016